

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND**
Baltimore Division

IN RE:
KATHERINE E WYATT-BURROWS
Debtor

Case No. 21-16852

Truist Bank
Movant

vs.

Chapter 7

KATHERINE E WYATT-BURROWS
Debtor

and

Marc H. Baer
Chapter 7 Trustee

**MOTION FOR RELIEF FROM AUTOMATIC STAY ON REAL PROPERTY
LOCATED AT 1400 COASTAL HWY 204, OCEAN CITY, MARYLAND 21842**

COMES NOW, Truist Bank (hereinafter “Movant”), its assigns and/or its successors in interest, by and through counsel, moves for relief from the automatic stay of 11 U.S.C. § 362(a) pursuant to Fed. R. Bankr. P. Rules 4001, 9014, and Maryland Local Bankr. Rule 4001, and respectfully represents as follows:

1. Jurisdiction is based on 28 U.S.C. §§ 157 and 1334 of the United States Bankruptcy Code. The relief requested may be granted in accordance with the provisions of 11 U.S.C. §§ 105(a) and 362(d) and pursuant to Fed. Bank. Proc. Rules 9013 and 4001.

2. On or about October 30, 2021, KATHERINE E WYATT-BURROWS (hereinafter “Debtor”) filed a voluntary petition in this Court under Chapter 7 of the United States Bankruptcy Code.

3. Marc H. Baer is the duly appointed Chapter 7 Trustee of the Debtor's bankruptcy estate.

4. At the time of initiation of the bankruptcy proceedings, the Debtor owned a parcel of real estate located in Worcester County, Maryland, and improved by a residence known as 1400 Coastal Hwy 204, Ocean City, Maryland 21842 (hereinafter the "Property").

5. Movant is a secured creditor of the Debtor whose interest is evidenced by a promissory note ("Note") dated March 3, 2006, in the original principal amount of \$560,000.00 with interest at the original note rate of 5.875%. A copy of the promissory note is attached.

6. Truist Bank has the right to initiate and pursue the foreclosure of your loan because Truist Bank is the holder of the Note or is otherwise authorized by the owner of the loan, pursuant to state law, to foreclose.

7. Said Note is secured by a certain Deed of Trust also dated March 3, 2006 and recorded in Liber 5347, Folio 1224 among the land records of Worcester County, Maryland, related to the Property. A copy of the deed of trust is attached.

8. Movant now seeks relief from the automatic stay against Debtor pursuant to 11 U.S.C. § 362(d)(1) for Debtor's failure to maintain adequate protection payments to Movant as required by the aforementioned promissory note and deed of trust.

9. The Debtor is in default under the Deed of Trust and Note and is contractually due for: September 1, 2019 a payment of \$2,992.35, October 1, 2019 a payment of \$2,992.36, November 1, 2019 through October 1, 2020 payments of \$3,475.66 each, November 1, 2020 through October 1, 2021 payments of \$2,997.67 each, and November 1, 2021 a payment of \$2,997.73 for a subtotal of \$86,662.40. Consequently, payment arrears alone at this point total

\$86,662.40. Movant has incurred legal fees of \$950.00 and filing cost of \$188.00 associated with the present motion.

10. A detailed statement of debt, required by Maryland Local Bankr. Rule 4001-1(b), is itemized as follows:

Unpaid Principal Balance	\$503,757.77
Accrued Interest	\$43,229.07
Escrow Advance	\$8,092.79
Recoverable Advance	\$211.00
Late Charges	\$2,562.20
Total:	\$557,852.83

This statement of debt is not equivalent to a verified payoff statement. If you wish to receive a verified payoff statement you must request one directly from the lender.

11. Movant lacks adequate protection of its interest in the Property and Movant continues to be irreparably injured by the stay of 11 U.S.C. § 362(a).

12. Movant avers that there is no equity in the Property because the total liens against the Property exceeds its fair market value. The Maryland State Department of Assessments and Taxation's real property report lists the market value of the Property as \$371,000.00. Maryland Bankr. Rule 4001-1(b)(6).

13. Cause exists for terminating the automatic stay imposed by 11 U.S.C. § 362(a) to enable Movant to avail itself of its rights and remedies under its promissory note, security instrument, and state law, including but not limited to the commencement of foreclosure proceedings against the Property.

WHEREFORE, the Movant, its assigns and/or successors-in-interest prays that this Court:

1. Enter an order terminating the automatic stay imposed by 11 U.S.C. § 362(a) of the United States Bankruptcy Code to enable Movant, its successors and/or assigns, to avail itself of its rights and remedies under the promissory note, deed of trust, and state law, including but not limited to the initiation of foreclosure proceedings against the property located at 1400

Coastal Hwy 204, Ocean City, Maryland 21842 and to allow successful purchaser to obtain possession of same; and,

2. Grant such other and further relief as may be just and necessary.

Respectfully submitted,

Date: December 10, 2021

/s/ John Ansell
John Ansell
(Bar No. 15880)
Attorney for Creditor
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 10th day of December, 2021, the following persons were served a copy of the Motion for Relief from Automatic Stay, in the manner described below:

Via CM/ECF Electronic Notice:

Alan M. Grochal, Esq.
1 East Pratt Street
Suite 901
Baltimore, MD 21202
Counsel for Debtor

Marc H. Baer
455 Main Street
Reisterstown, MD 21136
Chapter 7 Trustee

Via First Class Mail, Postage Prepaid:

KATHERINE E WYATT-BURROWS
5530 Overlook Cir
White Marsh, MD 21162
Debtor

/s/ John Ansell
John Ansell